



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The landlord applies for a monetary award for damages claiming the tenants caused damage to the premises.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord is entitled to any of the relief claimed?

Background and Evidence

The rental unit is a two bedroom suite in a duplex. The tenancy started December 1, 2012 and ended in mid-September 2013. The monthly rent was \$1280.00. The landlord holds a \$640.00 security deposit and a \$640.00 pet damage deposit.

The landlord claims that prior to this tenancy she had conducted extensive renovations to the rental unit and that virtually the entire interior, including appliances, was brand new. Her photos appear to corroborate that testimony.

The landlord claims that during the tenancy the tenants “destroyed” the rental unit, however she seeks compensation only for: a) replacement of a laminate bedroom floor, b) repair of wall damage (holes), c) repair of three doors, d) replacement of the kitchen countertop, and e) replacement of the refrigerator door.

The evidence shows the bedroom floor to have been marked with a significant donut-like mar approximately 1.5 metres in diameter, near the centre of the room. The tenants acknowledge the mark, saying that one of their chairs left it.

The landlord produced a few photos of what appear to be small holes in the walls of the rental unit. The tenants acknowledge they hung pictures during their tenancy but say that the holes were filled when they left, as directed by the Residential Tenancy Policy Guidelines, and so they are not responsible to pay for any more work on the walls.

The landlord testified the tenants had somehow damaged three doors. Her evidence was far from clear about what the damage was. She referred to two or three out-of-focus pictures possibly indicated a few small chips in door frames.

In regard to the kitchen countertop, a counter incorporating the kitchen sink, the landlord's photos show significant marring over an area of about 25cm X 25cm. The tenants claim it to be reasonable wear and tear.

The landlord submits photos of the brushed aluminum fridge showing what appear to be fine scratches on the front of the door and on the side of the fridge. The tenants say that the scratches on the side are not scratches but rather a piece of packing tape never removed from the fridge when new.

Analysis

I find that these premises were in "brand new" condition at move-in.

The landlord's evidence does not show that the tenants damaged the wall beyond what might normally be expected by tenants hanging pictures and the like in their residential premises. I dismiss that item of the landlord's claim.

The evidence does show that one or more door frames suffered chipping. The extent is not readily discernible nor is it clear that anything more than a minor touch up is required to restore them. In all the circumstances the evidence does not show that the damage exceeds reasonable wear and tear incurred by the normal use of the doorway. I dismiss this item of the claim.

The bedroom floor has suffered significant damage. It is well beyond wear and tear. It should have been repaired by the tenants before they returned possession to the landlord. It appears that the landlord has not carried out the repair and, indeed, has re-rented the unit at a higher rent. That is not a relevant consideration in my opinion. The tenants are responsible for the damage and the landlord is entitled to be compensated for the cost of repair, whether the repair has been effected by the date of the hearing or not. The landlord's quote from Ace Construction is the only evidence of the cost of

repair. I accept that quote and award the landlord the amount of \$6843.50. It is not apparent that Ace Construction is a G.S.T. registrant and so I make no provision for tax.

The kitchen countertop has suffered significant damage. The damage shown in the landlord's photos is far in excess of blemishing associated with normal use. Someone has wilfully or recklessly damaged the top. In many cases there will have been a build up of "wear and tear" to a heavily used area like a kitchen countertop over the years and to which the marring shown in this case might not have been a significant addition. However, here the countertop was new. It should have been repaired or replaced by the tenants before returning possession to the landlord. There is no evidence that the counter top is repairable. I accept the Ace Construction estimate for replacement and award the landlord \$1350.00.

The fridge door has suffered damage in excess of reasonable wear and tear. The landlord's photos show that the front of the door has been badly scuffed with fine scratches running into the metal surface. The tenants should have had it repaired or replaced before returning the rental unit to the landlord. I award the landlord the cost of a new door; the amount of \$580.00 according to her testimony. There was no evidence of the cost of installation of such a door. I make no award in that regard.

Conclusion

The landlord is entitled to a monetary award totalling \$8773.50 plus the \$100.00 filing fee for this application. I authorize the landlord to retain the \$1280.00 of deposits she holds, in reduction of the amount awarded. There will be a monetary order against the tenants jointly and severally for the remainder of \$7593.50.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 15, 2013

Residential Tenancy Branch

